

**Northern Tier Board Meeting  
April 11, 2005  
Great Northern Hotel – Havre, MT**

Board Members Present:

Nora Kennedy, Blackfeet Tribe  
Glen Huestis, Blaine County  
Arlen Headdress, Fort Peck Tribe  
Lalon Trang, Daniels County  
John Grainger, Roosevelt County  
Don Marble, Liberty County  
Vern Buerkle, Valley County  
Mark McGill, Lincoln County  
Donna Matoon, Toole County  
Gene Fenton, Flathead Tribe  
Curt Petrik, Sheridan County  
Don Brostrom, Hill County  
Wayne Dusterhoff, Glacier County

Director Dusterhoff opens the meeting at 0905.

Director Dusterhoff introduces the minutes from the March meeting. After review, Gene Fenton moves to accept. Vern Buerkle seconds. The motion is approved unanimously.

Project Management Updates:

PM Adams reviews the process for distribution and availability of documents distributed to the board.

Introduces the project shirts. One is available for all board members and alternates. This meets the 'Under \$25' State of Montana requirement and did not come out of the NTIP budget.

PM Adams introduces the Project Status Report.

Infrastructure Section. PM Adams reviews of the requirements for Motorola to review the work. Mark discusses the prospects of R-56 audits that Motorola will conduct in addition to the site visits. This will impact negotiations and budget as we further define this. Negotiations will meet a common ground to satisfy life safety and warranty issues.

Microwave: Microwave vendors are eager to get going on the microwave paths, and then the budget can be refined when the vendors provide quotes.

Frequencies: A contract is negotiated with ACD Telecom for frequency identification. This is very important and a statement of work has been prepared (in the Board Member packet). This is the first part of frequency work to include frequencies available in a pool

on a system wide and site by site basis. Licensing and other issues will be coordinated later.

#### Business Practice Review:

Communications: Second newsletter was completed and distributed.

Contract Negotiations: Completion of the negotiations with Motorola for the master control site upgrade. PM Adams reviews the process that brought the contract to pass and a history of the negotiations. The Board approved the proposal and a contract was signed but if the State of Montana funding does not come through the contract can be modified. Mark Canton provided an update on House Bill 2. Things look good but the budget is not final. PM Adams explains the plan to plug into the existing system before the new controller is ready so we can test the system, become operational with limited sites, and work out bugs. Contract negotiations are now underway with Motorola for the system. This is a critical path for the project. Their engineers have already begun the basic work. Contract negotiations are pending with the microwave.

Mark McGill asks about expenditure of funds for 04 in reference to radio needs and the specifications needed for the radios based on the infrastructure in place. There are some present needs in Lincoln County and buying new radios may affect the ability to encrypt communication. After discussion, PM Adams suggested that this be a priority for tomorrow's Technical Team meeting.

#### **Break**

PM Adams reviews the current work plan. An abbreviated version was distributed to the Board. PM Adams reviewed each section in detail along with proposed timelines. Nora Kennedy notes that there is no training component. PM Adams will make sure this effort is reflected in the work plan.

PM Adams then reviewed the financial status report. Board member received a financial update. The current budget has a \$5.8 M budget shortfall. PM Adams expects that some money might be made up in the areas of radio infrastructure, microwave deployment, and the National Guard contribution. Additional funding is being sought by the State of Montana and other partners.

Scott Bradford, PSSB, provided an update on coordination meetings going on with potential partners. An update for the Glacier Park/Blackfeet Tribe was given. PSSB is in the process of submitting a special use permit for the Mt. Aeneas electronic site in the Swan Range for consortium/state use. Glacier National Park is assisting with this process as a partner.

The Board discussed the problem of getting a secretary for taking minutes. Various options were discussed. Glen Huestis volunteered to look into supplying a person.

Discussion on the proposal for moving the meeting. The original plan was to have the Tribes host during the summer and allow others who may not come to the meeting go to more local ones. Mark McGill expressed that some members thought Havre is a very good location and central to most everyone. Extreme travel from each end of the state is a consideration. A short discussion was included

A motion was made to move meetings to Havre on a permanent basis – John Grainger moved and Mark McGill second. Vote was taken. Nine for and two against (Kennedy and Brostrom dissenting). The motion passes.

### **New Business**

PM Adams introduces and reviews the ACD proposed work plan and contract. Discussion on how the cost will be paid . Don Brostrom moves to approve the contract with ACD Telecom as presented. Gene Fenton seconded. No additional discussion. The motion passed unanimously.

A brief discussion was entertained on frequencies and inviting non-law enforcement participants in Phase one. Mark McGill and Don Brostrom stated they have worked with local fire departments on this issue. The board is encouraged to look into this possibility.

Contract Team will meet at 1pm and the Technical Team will meet at 2pm.

No Public Comments.

Motion to adjourn and seconded. Motion carried and the meeting was adjourned at 11:30.



## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is by and between Alcatel USA Marketing, Inc. ("Alcatel"), with a principal place of business at 3400 West Plano Parkway, Plano, Texas 75075 and, [insert full company name] ("Company"), with a principal place of business at: [insert address].

The Effective Date of this Agreement is [insert date].

Alcatel and Company agree as follows:

1. **Confidential Information.** Alcatel and Company anticipate exchanging, at their sole discretion, certain information, which may include, but not be limited to the following:

Alcatel: \_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_ (collectively the 'Confidential Information') only for the purpose of:

\_\_\_\_\_ ('the Purpose').

Confidential Information shall include: (a) any information disclosed by either party (the "Discloser") to the other party (the "Recipient") which is in written, electronic, photographic or other tangible form, or information provided orally or visually, (b) notes and other records made from such information and (c) the existence of this Agreement. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified by Discloser with a legend as being confidential or proprietary, but in no event shall the absence of such mark or identification in any way affect Recipient's obligations hereunder, including without limitation the obligation to treat such information as Confidential Information. Confidential Information made available hereunder may include information of third parties, such as affiliates or suppliers, and the source of such Confidential Information shall not affect its treatment hereunder.

2. **Termination.** This Agreement shall terminate upon the earlier of two (2) years from the Effective Date or when terminated by either party upon not less than two (2) weeks prior written notice, but the obligations of Recipient with respect to the Confidential Information shall survive for a further five (5) year period after termination of this Agreement.

3. **Restrictions on Disclosure and Use.** Recipient may use the Confidential Information solely for the Purpose and shall not disclose the Confidential Information to any third party, except as expressly provided herein. Recipient may disclose the Confidential Information within its legal organization only to those having both a need to know to accomplish the Purpose and an obligation to protect information as required by this Agreement. In addition, Confidential Information of Discloser may also be disclosed to Recipient's affiliates, subcontractors and agents which, in each case, have a need to know to accomplish the Purpose, and provided Recipient warrants, and is liable for, such affiliate's, subcontractor's and agent's compliance with the terms of this Agreement. In no event shall Recipient, its affiliates, subcontractors or agents convert the Confidential Information from Discloser to any use other than the Purpose.

4. **Care.** Recipient shall use the same or greater degree of care in safeguarding the Confidential Information as it uses for its own Confidential Information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of the Confidential Information, Recipient shall notify Discloser and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed Confidential Information of Discloser.

5. **Exceptions.** Recipient's obligation of confidentiality and restriction on use shall not apply to Confidential Information if, and then only to the extent that it is: (a) known to Recipient before receipt from Discloser; (b) generally available to the public (or becomes so) without the fault or negligence of Recipient; (c) rightfully received by Recipient from a third party without a duty of confidentiality; or (d) independently developed by Recipient or its affiliates without any use of Discloser's Confidential Information.

6. **Required Disclosures.** Recipient is permitted to disclose the Confidential Information as required by law provided, however, that Recipient shall (a) where permitted by law, give Discloser written notice promptly upon receipt of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to Discloser to secure confidential treatment of the Confidential Information at the cost of Recipient, and (c) disclose only such Confidential Information as is required by law.

7. **Copies.** Recipient shall make only such copies of the Confidential Information as are necessary to accomplish the Purpose. Any such copies shall reproduce all markings included therein.

8. **Return.** All copies and excerpts of the Confidential Information shall be promptly returned to Discloser upon request. Recipient may choose to destroy such copies and excerpts instead of returning them, if Recipient provides Discloser with a written representation to such effect.

9. **Rights Not Granted.** All Confidential Information, including all intellectual property rights therein, shall remain the property of Discloser. Nothing herein shall be construed as granting Recipient any rights, express or implied, including without limitation any intellectual property rights, in Discloser's Confidential Information, other than the limited right to use it to accomplish the Purpose.

10. **Right to Disclose.** Discloser warrants that it has the right to make the disclosures under this Agreement. **Discloser makes, and there are, no other representations, warranties or conditions, express or implied, regarding any Confidential Information, including but not limited to those of completeness, fitness for any particular purpose or non-infringement of industrial or intellectual property rights of third parties.**

11. **Export.** The Confidential Information may include equipment, software or technology that is subject to export restrictions, including but not limited to the US Export Administration Regulations. Recipient shall not export or re-export Confidential Information except in compliance with applicable export restrictions.

12. **Entire Agreement.** This Agreement is the entire agreement between the parties as to the subject matter hereof and supersedes any previous agreements, oral or written, as to its subject matter. It may be modified only by written agreement of the parties.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law provisions.

14. **Assignment.** Neither party may assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other party.

15. **Miscellaneous.** Neither party has an obligation under this Agreement to purchase any product or service from the other party, or engage in any other transaction with the other party. Nothing in this Agreement shall limit the right of Discloser to offer its products or services for sale to any third party or modify or discontinue them at any time. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. A copy or facsimile of this Agreement signed by an authorized representative of either party shall have the same force and effect as an original.

The parties hereby execute this Agreement as of the Effective Date.

COMPANY

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

ALCATEL

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_